

**PBW**

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*Consulting Engineers  
and Scientists*

**SUPERFUND DIV.  
REMEDIAL BRANCH  
(6SF-R)**

PASTOR, BEHLING & WHEELER, LLC  
2000 S. Mays, Suite 300  
Round Rock, TX 78664  
Tel (512) 671-3434  
Fax (512) 671-3446

November 1, 2007  
(PBW Project No. 1352)

VIA OVERNIGHT DELIVERY

Mr. Gary Miller, Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Superfund Division (6SF-AP)  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

Ms. Barbara A. Nann, Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 6  
Superfund Division (6RC-S)  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

Re: Additional Proposed RI/FS Subcontractor, Gulfco Marine Maintenance Site, Freeport,  
Texas

Dear Mr. Miller and Ms. Nann:

Pursuant to Section XI, Paragraph 42 of the modified Unilateral Administrative Order (UAO) for the above-referenced Site, Pastor, Behling & Wheeler, LLC (PBW), on behalf of LDL Coastal Limited LP (LDL), Chromalloy American Corporation (Chromalloy) and The Dow Chemical Company (Dow) (collectively referred to as Respondents in the UAO and the Statement of Work (SOW) attached thereto), herewith provides the names, titles, and qualifications for an additional subcontractor performing work in conjunction with RI/FS activities. Universal Drilling Services of Texas, LLC (Universal) will be a subcontractor for Phase 2 soil and Phase 3 groundwater investigation drilling services. Their qualifications and insurance certificate are provided as Attachments A and B, respectively, to this letter. As a subcontractor to PBW, Universal will be covered under PBW's Quality Management Plan (QMP).

In accordance with the requirements of Paragraph 52 of the UAO, I certify that I have been fully authorized by the Respondents to submit the information included herein and to legally bind all Respondents thereto. Consistent with the requirements of Paragraph 42, we will notify EPA of any changes or additions to the RI/FS project team.



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Mr. Miller and Ms. Nann  
November 1, 2007  
Page 2 of 2

Thank you for the opportunity to submit this information. Should you have any questions, do not hesitate to contact me.

Sincerely,

PASTOR, BEHLING & WHEELER, LLC

A handwritten signature in black ink, appearing to read "Eric F. Pastor", with a long horizontal flourish extending to the right.

Eric F. Pastor, P.E.  
Principal Engineer

cc: Mr. Brent Murray – Environmental Quality, Inc.  
Mr. Robert L. Iuliucci - Sequa Corporation  
Mr. Rob Rouse - The Dow Chemical Company  
Mr. Allen Daniels - LDL Coastal Limited, LP  
Mr. F. William Mahley - Strasburger & Price, LLP  
Mr. James C. Morriss III - Thompson & Knight, LLP  
Ms. Elizabeth Webb - Thompson & Knight, LLP

**ATTACHMENT A**

**UNIVERSAL DRILLING SERVICES OF TEXAS, LLC  
QUALIFICATIONS**

## **Universal Drilling Services of Texas, LLC**

With over 75 years of combined experience, Universal Drilling Services has been operating since 1998. Our main office is located in Houston, TX. Universal Drilling Services specializes in Environmental Drilling Services in Texas and surrounding states. Our Company's core of experienced licensed drillers have earned Universal a solid reputation, applying their problem skills and innovative ideas to save our clients both time and money, while preserving quality workmanship in a safe environment.

Universal's staff and equipment include the following:

- Licensed Well Drillers
- Annual Medically Qualified and Respirator Compatibility Certified Personnel
- Enforced Drug-Free Work Environment
- OSHA Compliant for Hazardous Waste Sites
- Fully Equipped CME 75 Rigs
- Low Clearance CME 60 (Skid Mounted)
- Geoprobe Model 6600 DT
- Geoprobe Model 4200
- Geoprobe Model 5400 LT

At Universal Drilling Services of Texas, LLC we put our clients first. They are the reason for Universal's existence. We are committed to provide quality services as measured by value to our customers. We will conduct our operations in a safe, environmentally sound, and socially responsible manner while maintaining the highest ethical standards. We will provide a positive work environment that encourages total participation and development of all employees. And we will strive for continuous improvement in all facets of our business.

**ATTACHMENT B**

**UNIVERSAL DRILLING SERVICES OF TEXAS, LLC  
INSURANCE CERTIFICATE**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID GO UNIVE-1	DATE (MM/DD/YYYY) 11/01/07
<b>PRODUCER</b>  West Texas Insurance Exch, Inc 1000 Maple Avenue Odessa TX 79761-2810 Phone: 432-333-4106 Fax: 432-333-6803		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
<b>INSURED</b>  Universal Drilling Services of TX, LLC 3233 West 11th Street #800 Houston TX 77008		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Everest Indemnity Corporation INSURER B: American Mercury INSURER C: St Paul Travelers INSURER D: INSURER E:	<b>NAIC #</b>      

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY	4000006325061	12/05/06	12/05/07	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> Pollution \$1M/\$2M				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> Claims made				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	BAP4509232	12/05/06	12/05/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY	BINDER	10/31/07	12/05/07	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$10,000				\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C		OTHER	QT6600078L625TLC06	12/05/06	12/05/07	Limit 100,000
		Leased/rented				Deduct 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Drilling NOC. Blanket waiver of subrogation and blanket additional insured provided on GL, Auto & Excess/Umbrella and Pollution as required by written contract.\*\* SEE ATTACHED PAGE THREE

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right;">PASTO-1</div>  Pastor, Behling & Wheeler LLC 2201 Double Creek Dr. Ste 4004 Round Rock TX 78664-3643	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD**

HOLDER CODE

PASTO-1

UNIVE-1

PAGE 3

INSURED'S NAME

Universal Drilling Services of

OPID GO

DATE 11/01/07

The United States Environmental Protection Agency, The Client & its employees, officers, directors, agents, partners, successors, and assigns; and Consultant & its employees, officers, directors, agents, partners, successors, and assigns are hereby named as additional insureds in each of the GL, Auto, Excess/Umbrella and Pollution policies without regard to the fault or negligence, in whole or in part, of such additional insureds. Client and Consultant shall not be subject to the "other insurance" condition or other policy terms which conflict with this agreement, it being the intent that the insurance policies of Consultant and its agents, affiliates, or subcontractors shall be primary insurance and not contributory with any other insurance that Client may have in effect. All insurance policies shall provide, as evidenced by Certificates of Insurance, that the insurance coverage provided shall not be canceled, reduced, restricted, or changed in any way without at least thirty (30) days prior written notice to the Consultant in the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor shall immediately replace such insurance.

Consultant: Pastor, Behling & Wheeler, LLC

Client: Chromalloy American Corporation and the Dow Chemical Company

**ACORD™****CERTIFICATE OF INSURANCE**

ISSUE DATE

10/30/2007

**PRODUCER**

LOCKTON COMPANIES OF HOUSTON  
5847 SAN FELIPE, SUITE 320  
HOUSTON, TX 77057

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

Company A Indemnity Insurance Co. of North America

Company B

Company C

Company D

Company E

**INSURED**

ADMINISTAFF COMPANIES, INC.  
19001 CRESCENT SPRINGS DRIVE  
KINGWOOD, TX 77339  
\* SEE BELOW

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location			EACH OCCURRENCE	\$
				FIRE DAMAGE	\$
				MEDICAL EXPENSE	\$
				PERS. AND ADVERTISING INJURY	\$
				GENERAL AGGREGATE	\$
				PRODUCTS AND COMP. OPER. AGG.	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>			COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	C45340053	10/01/2007 10/01/2008	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE (Each employee)	\$ 1,000,000
				EL DISEASE (Policy Limit)	\$ 1,000,000
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made			EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
					\$
					\$
					\$
					\$

\* UNIVERSAL DRILLING SERVICES OF TEXAS, LLC (1854200) IS COVERED THROUGH BLANKET ALTERNATE EMPLOYERS ENDORSEMENT FOR ALL EMPLOYEES UNDER CLIENT SERVICE AGREEMENT.  
WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER INCLUDED WHEN REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER**

Pastor, Behling & Wheeler, LLC  
2201 Double Creek Drive  
Suite 4004  
Round Rock, TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

